**MEMORANDUM** Special Item No. 2

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| **TO:** | Honorable Chairman Joe A. Martinez and Members, West Perrine Community Redevelopment Agency | **DATE:** | September 4, 2012 |
| **FROM:** | R. A. Cuevas, Jr. County Attorney | **SUBJECT:** | Resolution approving the the memorandum of understanding and between Neighbors and Neighbors Association Inc. and the West Perrine Community Redevelopment Agency in the amount of $10,000.00 |

The accompanying resolution was prepared by the Office of Management and Budget and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.

R. A. Cuevas, Jr.
County Attorney

RAC/lmp

# Memorandum

**Date:** September 4, 2012

**To:** Honorable Chairman Joe A. Martinez and Members, West Perrine Community Redevelopment Agency

**From:** Carlos A. Gimenez, Mayor

**Subject:** Memorandum of Understanding between the West Perrine Community Redevelopment Agency and Neighbors and Neighbors, Inc. for the Commercial Grant Program

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**Recommendation**

It is recommended that the West Perrine Community Redevelopment Agency Board (Board) adopt the attached Resolution approving a Memorandum of Understanding (Agreement) between the West Perrine Community Redevelopment Agency (Agency) and Neighbors and Neighbors, Inc. (NANA) to help implement the Agency's Commercial Rehabilitation Program (Rehabilitation Program) within the West Perrine Community Redevelopment Area (Area) and authorize its execution by the Chairperson or Chairperson's designee.

**Scope of Agenda item**

This resolution approves the Agreement with NANA, who will assist the Agency in carrying out the Rehabilitation Program established to assist commercial properties located in the Area with upgrades. The Area lies within County Commission District 9.

**Fiscal Impact/Funding Source**

The Rehabilitation Program is funded in the Agency's FY 2011-12 budget at $50,000. In addition, the FY 2011-12 budget includes $10,000 for NANA to administer the program on behalf of the Agency.

The Agency's revenue source is generated through the incremental growth of ad valorem revenues beyond an established base year, tax increment financing (TIF), as defined in Section 163.387 of Florida State Statutes. This program will improve the visibility and aesthetics of the area, therefore enhancing property values and generating additional TIF revenue in future years. Additionally, the program will help business owners address issues with their properties to correct code violations and necessary repairs as well as aesthetic improvements.

**Track Record/Monitor**

The Office of Strategic Business Management will monitor the Agreement with NANA.

**Background**

On June 5, 2007, the Board of County Commissioners (BCC) approved the establishment of the Agency when it approved the Agency's Community Redevelopment Plan (Plan) pursuant to Resolution R-744-07, and the funding of the Plan when it enacted Ordinance 07-79 (Trust Fund).

One of the Redevelopment Plan goals is the creation of a code compliance grant. The implementation of this program furthers the Agency's mission to reduce the slum and blight in the area, the reason for which the Agency was created. The Rehabilitation Program will provide financial assistance to qualified owners of property in the Agency to enhance visibility and area aesthetics in an effort to bring about increased property values and attract new business.

The Rehabilitation Program provides up to $25,000 per applicant for upgrades to existing structures or property in the Area. In order to be eligible, a building would need to have commercial space on the ground floor with street frontage and direct pedestrian access from the street. Buildings with pending code violations would only be eligible if the work being funded corrects the violation. Eligible work includes but is not limited to: painting, roof repair, lighting, signage, landscaping, sewer hook-ups or any improvements required by the Americans with Disabilities Act.

NANA is a local not-for-profit organization that has been providing support to small businesses since 1995. The organization has been instrumental in the success of the Mom and Pop grant program funded through the County. Currently NANA has a business assistance center located at 22121 South Dixie Highway, which provides support to the local businesses in the area.

During each grant funding cycle, NANA will advertise the grants to the area businesses. There will be a set period when applications will be accepted, during which NANA staff will be available to help applicants with the applications. All applications received during that period will be considered for funding. NANA will rank the applications according to need (those applications correcting code violations will be given priority) and requested funding. Applications received after that initial period will only be considered if additional funds are available. NANA will work with staff to present the applications to the Agency's Board for consideration. Should the Agency's Board approve the applications, contracts between the Agency and business owner will be prepared and executed. NANA will monitor the progress of the work being performed and will only authorize payment once the work has been completed by a licensed contractor.

All grants are subject to approval by the Agency and available funding. All grants require that the applicant provide a match of at least 50 percent of the total cost of the improvement. The Agency may consider exceptions to the match requirement in the event of an extreme hardship.

Edward Marquez
Deputy Mayor

Attachments

Special Item No. 2
9-4-12

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY APPROVING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN NEIGHBORS AND NEIGHBORS ASSOCIATION, INC. AND THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY IN THE AMOUNT OF $10,000.00; AND AUTHORIZING THE CHAIRMAN OR THE CHAIRMAN'S DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY

**WHEREAS**, the Board of Commissioners of the West Perrine Community Redevelopment Agency (the "Agency") desires to approve the Memorandum of Understanding (the "Agreement") in the amount of $10,000.00 in substantially the form attached by and among Neighbors and Neighbors Association, Inc. and the Agency to fund the administration of the grant programs adopted by the Agency; and

**WHEREAS**, Neighbors and Neighbors, Inc. currently provides assistance to businesses within the County; and

**WHEREAS,** Neighbors and Neighbors, Inc. has offices in close proximity to the Agency; and

**WHEREAS**, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY,** that:

Section 1. The matters contained in the foregoing recitals are incorporated in this Resolution by reference.

Section 2. The Agency approves the Agreement between Neighbors and Neighbors, Inc. in substantially the form attached hereto and incorporated by reference.

Section 3. The Agency authorizes the Chairman or the Chairman's designee to execute the Agreement on behalf of the Agency; and further authorizes the Chairman or the Chairman's designee to exercise amendments, modifications, cancellation, and termination clauses.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

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| Bruno A. Barreiro | Lynda Bell |
| Esteban L. Bovo, Jr. | Jose "Pepe" Diaz |
| Sally A. Heyman | Barbara J. Jordan |
| Jean Monestime | Dennis C. Moss |
| Rebeca Sosa | Sen. Javier D. Souto |
| Xavier L. Suarez | |

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of September, 2012.

WEST PERRINE COMMUNITY
REDEVELOPMENT AGENCY BY ITS
BOARD OF COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

**MEMORANDUM OF UNDERSTANDING BETWEEN**
**THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY**
**AND**
**NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.**

This Memorandum of Understanding (hereinafter "MOU") is made and entered into this_____day of_____, 2012 by and between the West Perrine Community Redevelopment Agency, (hereinafter referred to as "CRA"), a public body corporate and politic, whose administrative offices are located at 111 N.W. 1st Street, Suite 2210, Miami, Florida 33128, and Neighbors and Neighbors Association, Inc. (hereinafter referred to as "NANA"), a Florida not-for-profit corporation, located at 180 NW 62nd Street, Miami, Florida 33150.

**RECITALS**

**WHEREAS**, the West Perrine Community Redevelopment Agency (the "CRA") adopted Resolution No. 212-05 on March 1, 2005 which, among other things and in accordance with Section 163.387 of Florida State Statutes, declared the geographic area described generally as bounded on the North by SW 168th Street, bounded on the East and Southeast by State Road 5 (US-1), and bounded on the West and Southwest by State Road 821 (The Homestead Extension of Florida's Turnpike) (the "Redevelopment Area"), to be a slum or blighted area; declared the redevelopment of the area to be in the interest of public health, safety, morals or welfare of the residents of the Redevelopment Area and the County; and found the need for the creation of the West Perrine Community Redevelopment Area ("CRA"); and

**WHEREAS**, the Miami-Dade Board of County Commissioners (the "Board") on June 5, 2007, adopted Resolution R-745-07, appointing itself as the Board of directors for the CRA pursuant to section 163.357 Florida Statutes; and

**WHEREAS**, the CRA adopted Redevelopment Plan encourages the creation of grant and loan programs to assist commercial and industrial property owners within the Redevelopment Area to enhance their properties; and

**WHEREAS**, the CRA has approved the Implementation of the "Commercial Rehabilitation Program," which provides financial assistance to commercial and industrial property owners in upgrading their properties so as to enhance their visibility and the area's aesthetics in an effort to bring about increased property values and attract new business; and

**WHEREAS**, NANA is experienced in providing technical assistance to small businesses and in administering small business grant programs funded by local governments in South Florida; and

**WHEREAS**, NANA has an established presence in the South Dade area by virtue of operating a the Goulds Business Resource Center at 22121 South Dixie Highway, Miami, Florida ; and

**WHEREAS**, the CRA desires to retain the services of NANA to administer the West Perrine Commercial Rehabilitation Program, for these reasons,

**NOW, THEREFORE**, the parties hereto agree as follows:

## ARTICLE I

## PURPOSE

The purpose of this MOU is to engage the administrative services of NANA to administer the West Perrine Community Redevelopment Area Grants Program on behalf of the CRA.

## ARTICLE II
## TERM OF THE MOU

A. The term of this MOU shall commence on _____ and continue until September 30, 2015, with a two one year options to renew, unless terminated by either party pursuant to Article VII below. This Agreement is subject to renewal, by agreement between the parties.

B The parties agree that time is of the essence in the performance of each and every obligation under this MOU.

## ARTICLE III
## RESPONSIBILITIES OF THE PARTIES

**A. CRA's Responsibilities.** The CRA, through its Coordinator understands and agrees to:

1. Create written procedures ("Procedures Manual") for the operation and administration of the Commercial Rehabilitation Program.

**B. NANA's Responsibilities.** NANA understands and agrees to:

1. Advertise the availability of grants to businesses located in the Redevelopment Area;
2. Accept and review for eligibility grant applications from businesses in the Redevelopment Area;
3. Provide assistance to applicants in completing their grant applications;
4. Rank grant applications in accordance with established policies;
5. Present grant applications to the CRA for funding consideration with the understanding that the CRA can overrule NANA's funding recommendations
6. Prepares funding contracts for CRA approved grants (using CRA approved contract templates);

7. Monitor the progress of the rehabilitation work being paid for with CRA grant funds; and
8. Review Contractor's payment requests, advise the CRA that the work is completed and authorize payments to contractors.

## ARTICLE IV
## PAYMENT

A. The CRA agrees to pay NANA ten Thousand and No/100 Dollars ($10,000,00) on a reimbursement basis. NANA agrees to invoice the CRA, separately, as needed, for the services identified in this Agreement. Failure to submit reimbursement request(s) in a manner satisfactory to the CRA shall render NANA in non-compliance with this Article, unless the CRA has granted the NANA an extension in writing. The CRA may require NANA to forfeit its claim to any payments for that specific period's reimbursement request or the CRA may invoke the termination provision for a specific service in this Agreement or for the entire Agreement by giving seven (7) calendar days written notice of such action to be taken. The invoices shall be properly documented and prepared in accordance with the CRA'S reimbursement policies. Failure to comply with these documentation and reimbursement requirements may result in rejection of invoices and non-payment of the amount(s) claimed.

B. The CRA may suspend payment in whole or in part under this Agreement pending the receipt and approval by the CRA of all documents due from NANA as part of this Agreement and any modifications thereto. If payments are suspended, the CRA shall specify the actions that must be taken by the NANA as condition precedent to resumption of payments and shall specify a reasonable date for compliance.

C. No payments will be made without original certificates of appropriate insurance required by this Agreement. Such original certificates must be on file with the CRA.

D. The contract close-out invoice along with any outstanding reports shall be submitted no later than forty-five (45) calendar days following the end of the contract period. If NANA fails to comply, all rights to payment will be forfeited.

E. At the option of the CRA, reimbursement shall be consistent with NANA's approved Budget, which is attached hereto as Exhibit A and incorporated by reference.

F. Notwithstanding any provision set forth herein, the CRA retains the right to withhold, seek reimbursement of, or recapture any funds disbursed to the NANA to which the NANA was not entitled. Upon written notice to the NANA, the CRA shall have the right to withhold any payments under this Agreement or seek reimbursement directly from the NANA. Upon withholding or seeking reimbursement from the NANA, the CRA has the right to retain said funds. Notice shall be provided by the CRA to the NANA within ten

(10) days from the date the CRA is informed by the NANA or other source, or the CRA discovers through its independent inspection, review, or audit of this Agreement that the NANA was not entitled to any or all funds claimed under this or any current or prior Agreement between the NANA and the CRA.

G. The NANA'S actual expenditures shall not deviate from the approved Budget attached herein as Exhibit A without written approval from the CRA. The CRA shall not be liable for any such expenses that have not been approved in writing by the CRA.

H. Budget revision requests must be submitted to the CRA no later than thirty (30) calendar days prior to the end of the contract period. Budget revision requests will be effective upon the date of written approval by the administrative office of the CRA assigned to manage this Agreement, or at an effective date agreed upon by the CRA and the NANA.

I. NANA agrees to send all invoices, reports, and budget revision requests to the following address:

Miami-Dade County
Office of Budget and Management Services
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Jorge Fernandez, OMB Coordinator

Documents requiring original signatures must be mailed or hand delivered to the address listed above. All other documents or reports may also be sent to the CRA via email if prior arrangements are made by NANA and CRA.

J. The CRA agrees to review invoices and to inform the NANA of any questions, problems, concerns, or need for additional information/verification. Payments in accordance with the CRA's reimbursement policies shall be mailed to the NANA, or if approved, via electronic transfer (direct deposit) by the CRA's Finance_ Department.

K. The NANA agrees to comply with any changes to the reimbursement procedures specified by the CRA.

## ARTICLE V
## INDEMNIFICATION

NANA shall indemnify and hold harmless Miami-Dade County ("County") and the CRA and their officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County, the CRA or their officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by NANA or its employees, agents, servants, partners, principals or sub-contractors. NANA shall pay all claims and losses in connection therewith and

shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County and the CRA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. NANA expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by NANA shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County, the CRA or their officers, employees, agents and instrumentalities as herein provided.

## ARTICLE VI
## INSURANCE

A. **Insurance.** NANA shall furnish to CRA, c/o Office of Management and Budget, Community Redevelopment and Municipal Services Coordinator 111 N.W. 1st Street, Suite 2210, Miami, Florida 33128, original Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. All insurance certificates must list the County and the CRA as "Certificate Holder" in the following manner:

   Miami-Dade County
   West Perrine Community Redevelopment Agency
   111 N.W. 1st Street, Suite 2210
   Miami, Florida 33128

2. Worker's Compensation Insurance for all employees of the NANA as required by Florida Statute, Chapter 440.

3. Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. The County and the CRA must be shown as an additional insured with respect to this coverage.

4. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work provided under this Agreement, in an amount not less than $300,000* combined single limit per occurrence for bodily injury and property damage.

5. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

   a. The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County's Risk Management Division.

OR

b. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and must be a member of the Florida Guaranty Fund.

6. Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the Certificate Holder.

7. Compliance with the foregoing requirements shall not relieve NANA of its liability and obligations under this Section or under any other section of this Agreement.

8. The CRA reserves the right to inspect NANA'S original insurance policies at any time during the term of this Agreement.

## ARTICLE VII
## TERMINATION/REMEDIES

A. If any party fails to fulfill its obligations under this MOU in a timely and proper manner, the other parties shall have the right to terminate their participation under this MOU by giving written notice of any deficiency. The party in default shall then have fourteen (14) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this MOU shall terminate at the expiration of the fourteen (14) day time period.

B. Any party may terminate this MOU at any time for convenience upon ninety (90) calendar day's prior written notice to the other party. Any such termination shall be effected by delivery to the other of a Notice of Termination specifying the extent to which performance of work under the MOU is terminated, and the date upon which such termination becomes effective.

C. This MOU has no third-party beneficiaries (intended or incidental), who may enforce obligations of any party should the MOU be terminated.

## ARTICLE VIII
## RECORDS RETENTION/OWNERSHIP

A. Each party shall maintain records and each party shall have inspection and audit rights as follows:

1. Maintenance of Records: All parties shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this MOU including supporting documentation for any service

rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration or termination date of this MOU.

2. Examination of Records: All parties or their designated agents shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this MOU. Such examination may be only within five years from the expiration or termination of this MOU and upon reasonable notice, time and place.

3. Extended Availability of Records for Legal Disputes: In the event that any party should become involved in a legal dispute with a third party arising from performance under this MOU, the other parties shall extend the period of maintenance for all records relating to this MOU until the final disposition of the legal dispute, and all such records shall be made readily available.

## ARTICLE IX
## STANDARDS OF COMPLIANCE

A. All parties, their employees, subcontractors, partners or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this MOU to which their activities are subject.

B. Each party shall allow public access to all project documents and materials it maintains in accordance with the provisions of Chapter 119, Florida Statutes. Should any party assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon that party.

C. All parties assure that no person shall be excluded on the grounds of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, veteran status or source of income, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this MOU. All parties shall take all measures necessary to effectuate these assurances.

## ARTICLE X
## RELATIONSHIP BETWEEN THE PARTIES

A. NANA and the CRA are independent contractors. No party is an employee or agent of any other party. Nothing in this MOU shall be interpreted to establish any relationship other than that of independent contractors, between the parties, or between their respective employees, agents, subcontractors, partners, or assigns, during or after the performance of this MOU.

## ARTICLE XI
## CONFLICT OF INTEREST

A. No person under the employ of the CRA, who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, any personal financial interest, direct or indirect, in this Agreement.

B. **Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by NANA shall be employed by NANA unless the employment preceded the execution of this Agreement by one (1) year. No family member of any employee may be employed by NANA if the family member is to be employed in a direct supervisory and/or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

1. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;

2. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or

3. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of NANA's Board of Directors.

C. No person, including but not limited to any officer, board of directors, manager, or supervisor employed by NANA, who is in the position of authority, and who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Agreement. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the NANA, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over NANA's employee(s) or service program.

## ARTICLE XII
## GENERAL PROVISIONS

A. Notwithstanding any provisions of this MOU to the contrary, the parties shall not be held liable for any failure or delay in the performance of this MOU that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force of nature, acts of God, or for any other cause of same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this MOU shall otherwise remain in effect.

B. In the event any provisions of this MOU shall conflict, or appear to conflict, the MOU, including all exhibits, attachments and all other documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

C. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this MOU by the parties, their successors and assigns shall not be deemed a waiver of any rights or remedies, nor shall it relieve the other parties from performing any subsequent obligations strictly in accordance with the term of this MOU. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this MOU specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

D. Should any term or provision of this MOU be held, to any extent invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not effect any other term or provision of this MOU, to the extent that the MOU shall remain operable, enforceable and in full force and effect to the extent permitted by law.

E. This MOU may be amended only with the written approval of the parties hereto.

F. This MOU states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this MOU. The parties recognize that any representations, statements or negotiations made by the staff of either party does not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This MOU shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this MOU on the date first written above.

**Neighbors and Neighbors Association, Inc., A Florida not-for-profit**

By: _____

Name: Leroy Jones

Title: Executive Director

Date: 4/10/2012

Attest: Margarette Joseph
Corporate Secretary or Notary Public

Print Name: Margarette Joseph
Title: Notary Public

Corporate Seal/Notary Seal

Margarette Joseph
COMMISSION # DD856060
EXPIRES: JAN. 29, 2013
WWW.AARONNOTARY.com

_____

**WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic**

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legal sufficiency:

By: _____

Attest: _____
Clerk of the Board

Print Name: _____
Title: Deputy Clerk

ATTACHMENT A

NANA BUDGET REIMBURSEMENT SCHEDULE

Disbursement of payments from the CRA to NANA for work performed

25% Disbursement – Upon advertisement of the Grant Program

25% Disbursement – Upon presenting all grant applications to County staff

25% Disbursement – Upon issuing contracts between the CRA and the Businesses

25% Disbursement – At final closeout